

## **MUSSELWHITE DECLARATION EXHIBIT B**

### Settlement Outline

Outline of Agreement between the **League of Voluntary Hospitals and Homes of New York** (League), as agent on behalf of **Peninsula Hospital Center & Peninsula Center for Extended Rehabilitation** (Member or Hospital), and the **RN Division, 1199SEIU Healthcare Workers East** (Union) (collectively the parties):

Whereas, on September 9, 2008 the NLRB certified the Union as the collective bargaining agent of the Registered Nurses employed by the Hospital (Peninsula RNs); and

Whereas, the parties have concluded negotiations modifying and extending the collective bargaining agreement between the Hospital and the New York State Nurses Association that expired April 30, 2008 (Prior CBA) and wish to provide an outline of their agreement, subject to reducing the outline to a detailed Memorandum of Agreement;

NOW THEREFORE, the parties agree that the Prior CBA, together with all of its schedules, exhibits and appendices, shall be extended for the duration of this Agreement, except as modified below:

1. **Recognition:** The Hospital recognizes the Union as the exclusive bargaining representative of the Peninsula RNs as described in the NLRB certification effective September 9, 2008.
2. **Duration:** Extend Prior CBA through September 30, 2011.
3. **Wages:**

April 15, 2009 -- two percent (2%) lump sum payment based on April 14, 2009 base rate. Not included in base for contributions to the Funds. Eligibility shall be according to the provisions of the most recent 1199SEIU/League CBA providing for a lump sum payment.

December 1, 2009 – three percent (3%) increase in individual base rates and Schedule A rates based on corresponding November 30, 2009 rates.

December 1, 2010 – three percent (3%) increase in individual base rates and Schedule A rates based on corresponding November 30, 2010 rates.

4. **Pension:** Effective June 1, 2009, the Peninsula RNs shall be covered by, and the Hospital shall commence contributions to, the 1199SEIU Pension Fund for Health and Human Service Employees (NPF) at the rate of six and seventy-five one hundredths of a percent (6.75%) of gross payroll. The first hospital contribution covering the period June 1, 2009 through June 30, 2009 shall be due June 30, 2009. All payments shall be made according to the terms set forth in the Collective Bargaining Agreement between the League and the Union which expires September 30, 2011 (League CBA).

The provisions of the League CBA providing for diversion of 1199SEIU Pension Fund contributions shall apply.

During the term of this agreement, if (a) the Hospital is required by law to increase its contributions to the NPF, or (b) the League and the Union enter an agreement modifying the League CBA by increasing the contribution to the NPF, or both, the added cost of such increase(s) shall be fully offset by reducing the wage increases under paragraph 3 above, or by other mutually agreed means.

The Hospital shall not be obligated to make contributions to its Defined Contribution Pension Plan (DCPP) for periods of employment of Peninsula RNs after December 31, 2008. Individual RNs may make voluntary contributions to the DCPP.

**Staff Development**—Effective immediately, the Staff Development Fund in Section 3.04 and related provisions shall be eliminated—those applications received by the CNO by January 13, 2009 will be reimbursed according to the existing provision. As of June 1, 2009, RNs shall become eligible for reimbursement as per the RNTJSF and TUF Summary Plan Descriptions.

5. **Benefit Fund:** Effective September 9, 2008, in full satisfaction of the Hospital's obligation concerning continuation of benefits comparable to those previously provided, the Peninsula RNs shall be covered by the Plan of the NBF and the Hospital shall commence contributions to the NBF as of the same date. The first hospital contribution covering the period September 9, 2008 through September 30, 2008 shall be due September 30, 2008. All payments shall be at the contribution rates—reduced by the applicable RN Credit—and according to the terms set forth in the League CBA.
  6. **Child Care Fund:** Effective June 1, 2009, the Peninsula RNs shall be covered by, and the Hospital shall commence contributions to, the 1199SEIU/Employer Child Care Fund at the rate of one half of one percent (.5%) of gross payroll. The first hospital contribution covering the period June 1, 2009 through June 30, 2009 shall be due June 30, 2009. All payments shall be made according to the terms set forth in the Collective Bargaining Agreement between the League and the Union which expires September 30, 2011 (League CBA).
  7. **Training Fund:** Effective June 1, 2009, the Peninsula RNs shall be covered by, and the Hospital shall commence contributions to, the League/1199SEIU Training and Upgrading Fund at the rate of one half of one percent (.5%) of gross payroll. The first hospital contribution covering the period June 1, 2009 through June 30, 2009 shall be due June 30, 2009. All payments shall be made according to the terms set forth in the Collective Bargaining Agreement between the League and the Union which expires September 30, 2011 (League CBA).
- Effective June 1, 2009, Section 10.09 Tuition Refund shall be deleted. Hospital program will cover reimbursement for the Spring 2009 semester in accordance with the Prior CBA provisions.
8. **Vacation:** Effective January 1, 2011, a regular employee with seven (7) years of continuous service will receive annually twenty-five (25) days paid vacation.

9. **Preceptor Pay:** Effective January 1, 2010, the hourly preceptor pay shall increase from one dollar (\$1) per hour to two dollars (\$2) per hour. 7
10. **Education Differential:** Effective January 1, 2010, the annual differential for a master's degree in accordance with Section 10.05 shall be increased by one hundred fifty dollars (\$150) from twelve hundred dollars (\$1,200) to thirteen hundred fifty dollars (\$1,350).
11. **Other Agreements to be Memorialized with Detailed Language as Already Agreed by the Parties:**
- a. **Quality of Care**—1199SEIU/League language re. staffing guidelines and RN to patient ratios—When the Professional Practice Committee addresses the staffing guidelines and RN to patient ratios, it shall also address the root causes of unscheduled absences with the goal of minimizing such absences. The parties shall be assisted by the RNLMI in this process.
  - b. **Committees**—Nurse Collaborative Day once a month, Professional Practice Committee and Labor Management Committee.
  - c. **Staffing Effectiveness**—1199SEIU/League language re. Section 8F.
  - d. **Staff Scheduling**—Union proposed language replaces Section 5.01, 5.02A and 5.02B down through the middle of page 14 of Prior CBA (except that Hospital vacancy filling hierarchy shall remain unchanged).
  - e. **Floating**—Modify current language to eliminate floating from M/S to pediatrics; provide that an RN who is reassigned to his/her unit from a floating assignment shall be accountable for a patient assignment consistent with the amount of hours remaining on the shift. Side letter re. floating of qualified LPN's from M/S to pediatrics and inclusion in nurse staffing requirement.

- f. **Weekend Scheduling**—Add to Section 5.04: The term weekend shall mean Saturday and Sunday. Any shift that starts during the period 12:01 AM Saturday through 11:59 PM Sunday is a weekend shift. Employees may elect another schedule of days off provided the Employer agrees.
- g. **Non-Nursing Functions**—1199SEIU proposal—doc. created 12/16/2008—(“Union Language Proposal”).
- h. **RN Release**—Replace release time provisions of Sections 2.04A and 3.04E of Prior CBA with annual bank of 986 hours for the bargaining unit for following activities: Nurse Collaborative Day, RN Council, Contract Administrator, Delegate Training and other activities as mutually agreed. Bank to be augmented by fifty percent (50%) of the hours for which Hospital is reimbursed after joining 1199SEIU Pension.
- i. **Crisis Resolution**—Union Language Proposal with crisis defined as “Danger of immediate and serious harm to a patient.”
- j. **Use of Trained Registered Nurses to Provide Patient Care**—Union Language Proposal with the understanding that while staff nurses will not be required to provide the orientation of agency nurses they may be required to provide a geographical orientation to the particular unit. Side letter re. authorizing qualified nurse managers to provide coverage for nurses with meal periods and breaks.
- k. **Self Scheduling for RNs**—In accordance with the self scheduling language in the 1199SEIU/League MOA, within 3 months of the execution of the agreement the parties will address whether to have a pilot unit do self scheduling.
- l. **Health and Safety**—Union Language Proposal.
- m. **Staff Development**—The following language shall be added: Nurses shall not be required to perform tasks or procedures for which they have not been trained or to which they have not been oriented.

The Staff Development Department will plan and formulate the necessary orientation programs for new employees who transfer to new units or are promoted to new job positions. The Employer shall provide the RN bargaining unit employees with a schedule of all mandatory classes every six months.

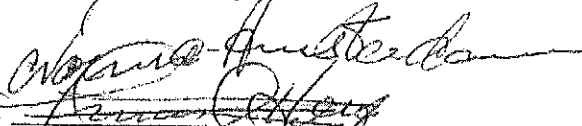
Preceptors assignments will be modified as appropriate, based on skill and experience of preceptor and orientee, as well as the preceptor's patient care assignment. Preceptorships shall be offered on an equitable basis among incumbents in the unit who volunteer for the program. RNs who volunteer shall not be responsible for acts by Preceptees.

12. **Multi-Employer Bargaining Unit:** The PHC unit shall become part of the 1199SEIU RN Division/League multi-employer RN Bargaining Unit.
13. **403(b) Contribution Grievance:** Union and Hospital shall promptly meet to investigate and resolve the matter.
14. **League CBA Provisions:** Upon ratification of the agreement the parties shall meet to discuss modifying the Prior CBA, and where there is mutual agreement, incorporate language from the following articles of the League CBA:  
  
Articles: I Recognition, II Union Security, III Check Off, IV Non-Discrimination, V Union Activity and Bulletin Boards, VIII Temporary Employees, IX Seniority, IXA Employment Security and Job Security Fund, XVII (6) Sick Leave, XXV Enforcement of Fund Articles, XXIX Discharge and Penalties, XXXI Grievance Procedure, and Article XXXII Arbitration.
15. **Completed Agreement:** Goal is to finish a complete agreement within sixty (60) days following ratification.
16. **Ratification:** This Agreement is subject to ratification by the Hospital and the members of the PHC bargaining unit.



IN WITNESS WHEREOF, the parties have executed this Agreement.

RN Division, 1199SEIU Healthcare Workers East

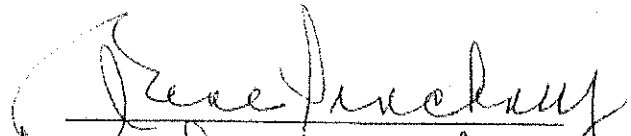
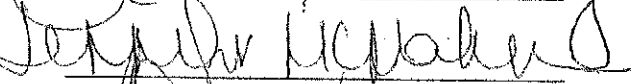
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Norma Amsterdam, Executive Vice President

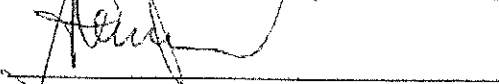
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League of Voluntary Hospitals & Homes of New York,  
on behalf of the Member

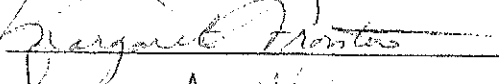
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Thomas A. Helfrich, Senior Vice President and Counsel

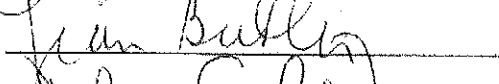
Members of PHC RN Bargaining Committee

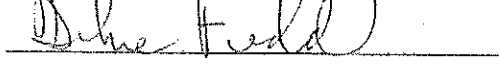
  




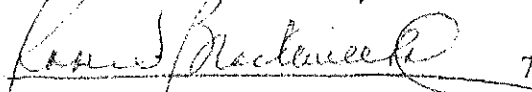








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